

Planning & Development Committee
Wednesday, January 16, 2019 – 5:30 p.m.
1st Fl. Council Conference Room - City Hall
-Minutes-

Present: Chair, Councilor Valerie Gilman; Vice Chair, Councilor Jen Holmgren; Councilor Paul Lundberg
Absent: None.

Also Present: Jim Destino; Chip Payson; Gregg Cademartori; Jill Cahill; Vanessa Krawczyk

The meeting was called to order at 5:34 p.m. Agenda Item #4 was taken up first and then the Agenda Items returned to their numeric order.

1. SCP2018-007: Gloucester Crossing Road #1 & #7, Map 262 Lots 13 & 37, GZO Secs. 1.5.3(c) “CCS” Special Permits” & (d) “Major Projects” and 5.7 “Major Projects” in the EB district (Cont’d from 01/02/19)

Councilor Gilman reviewed the following information with the Committee: There was a site visit on January 10 at Gloucester Crossing with Applicant representatives and Councilors Hecht, Memhard and O’Hara and several members of the public in attendance. The document to be used as a guide for conditioning this Special Council Permit was presented mid-day today (on file) from the Administration to the Committee. Many of the conditions are much the same as the original 2007 Special Permit, other than modifications made to Conditions 1, 2, 26, 32 and 39. Most changes were to remove reference to the hotel and clarify the project to include C1 and C2 buildings. The Administration is suggesting a requirement of sidewalk construction associated with the Phase 2 modifications and enter into a new Road Maintenance Agreement (Conditions 38 and 39). GZO Sec. 1.8.3 was adequately covered at the last meeting.

Councilor Gilman advised the Committee there were recommendations she intended to make to amend some of the conditions forwarded from the Administration. **Councilor Lundberg** conveyed his view on having adequate time to absorb the Chair’s recommended changes.

Condition #1. This condition was reviewed describing the record plans. No questions.

Condition #2. This condition was touched on briefly.

Condition #5. This condition was reviewed which described that the city shall not have any legal responsibility for the operation, maintenance, repair or replacement of certain physical infrastructure within the project and on the layout of Gloucester Crossing Road and Gloucester Crossing Road. **Michele Harrison**, Special Permit Project Manager, was present to represent Sam Park & Company, LLC, Samuel Park Manager; Gloucester Commons, LLC, Samuel Park owner, (“Applicant”) expressed her concern regarding the proposal for a Roadway Maintenance Agreement saying that the original Roadway Maintenance Agreement was for five years. She advised that as to the internal roadways maintenance, the Applicant understands it is his obligation but that School House Road and Gloucester Crossing Road are municipal roadways. **Mr. Destino** highlighted that there were no recommended changes to this Condition #5. **Ms. Harrison**, referencing Condition 39 making the Road Maintenance Agreement for a term of no less than 25 years was a cause of great concern and discussed this matter briefly with **Mr. Destino** and **Councilor Gilman**. After a fulsome discussion which included participation by **Gregg Cademartori**, Planning Director and **Jill Cahill**, Community Development Director, the Committee agreed Condition #5 was to remain unchanged.

Condition 14 D. **Councilor Holmgren** highlighted that this condition relating to scheduling material deliveries in part to avoid school drop off and pick up at the Fuller School property is now moot and asked that this reference be removed to which the Committee agreed. The second sentence of Condition 14D now reads, “Good faith efforts shall be made to schedule material deliveries to avoid peak traffic hours.”

Condition 14 E. This condition was noted for a typographical error which says, “Condition #1” and should be “Condition #11” to which the Committee agreed.

Condition 17 F. After the words “bicycle storage.” Councilor Gilman proposed to add, “, in a reasonably accessible location.” The Committee agreed to this amended language.

Condition 17G. “Establish pedestrian links to the existing residential neighborhood to the south of the Site.”

Councilor Holmgren asked for clarification on this condition. **Ms. Harrison** advised that the links are established in for a specific neighborhood. The condition was left to remain as is by the Committee.

Condition 18. **Councilor Gilman** proposed to add after the first sentence the following: “Newly hired transportation coordinators must be introduced to the Planning Director and Building Inspector within 30 days of their appointment.” It was noted there is a person in that position now but should leave and a new coordinator is

hired, it would be appropriate for introductions. **Ms. Harrison** pointed out that the coordinator doesn't have to be appointed until the full build out and confirmed the position exists being filled at this time by someone from Land Strategies, the Applicant's engineering firm. There was agreement by the Committee that this condition be amended as presented.

Condition 26. **Mr. Cademartori** described the former Condition 26 pointing out that the city used to operate a municipal fire alarm system which it no longer does, and so the condition now reads, "Each building within the Project shall contain a fire alarm system with central station monitoring. The operation off the arm and the method of connection shall be approved by the Fire Department and the Building Department." There was no amendment to the condition as presented.

Condition 32. This condition was touched on briefly and noted there were no changes to it pursuant to an annual request by the Applicant that the Gloucester Police and Fire Departments provide the City Council on Feb. 1 actual number of emergency 911 calls to those agencies during the prior fiscal year.

Condition 33. **Councilor Gilman** proposed to add to the Condition heading by inserting after "Open Space" the words, "and Conservation." **Councilor Gilman** then proposed three subsections consistent with the Committee's previous discussions. After a Committee discussion, and with **Ms. Harrison's** input, the heading was amended and the following three subsections to Condition 33 were added:

"A. Applicant agrees to plant sufficient trees at the agreed upon locations as noted in the record plans to mitigate the littering and blowing trash from the two drive through locations."

"B. All landscaping for each building shall be installed not less than one year from date of issuance of any of the building occupancy permits in Phase 2. All planting material shall be maintained and replaced due to mortality or damage by snow storms or snow removal, droughts or lack of maintenance."

"C. Any project major modification shall be constructed in compliance with the order of conditions issued by the Gloucester Conservation Commission. A certificate of compliance shall be issued prior to the final occupancy permit for Phase 2."

Condition 36. **Councilor Gilman** proposed the following to be added to Condition #36: "Applicant agrees to install two level 2 EV charges at an agreed upon location determined by the Applicant and the Community Development Director. Applicant agrees to cover the electrical cost of each charging station." She touched on costing through the Planning Board with the Planning staff of charging stations. It was found that installation for charging stations with prevailing rates was \$6,000 +/- each. National Grid has a new program that will cover 75% of an EV charger which could reduce that cost if the Applicant was successfully able to obtain them. **Ms. Harrison** clarified that the Applicant actually offered a preferred location on the site and if someone wants to put them in there was no idea on the part of the Applicant as to the cost. She advised that if the city wants to put it in or someone else wants to put it in, the Applicant will provide two preferred site locations. She expressed concern that such a condition hadn't been asked for from other Applicants that they must put in two EV charging stations.

Councilor Gilman briefly reviewed a proposal of a possible subsection of this condition regarding possible solar paneling on Gloucester Crossing current and future tenant units which was discussed at the Committee's Jan. 2 meeting with **Ms. Harrison** and **the Committee**. After touching on this matter, the Committee determined it would not add this proposal to encourage solar paneling as a subsection of Condition 36.

After a discussion between **the Committee** and **Ms. Harrison**, any suggested amendments to this condition were dropped.

Condition 38. There was an extensive discussion between **the Committee**, **Ms. Harrison**, **Mr. Destino** and **Mr. Cademartori** regarding the construction of a sidewalk on the north side of the Gloucester Crossing access drive, with objections voiced on behalf of the Applicant by **Ms. Harrison** to its construction before the rate of possible pedestrian use after buildout is known and for the cost of its construction. **Mr. Cademartori** highlighted the Planning Board's position on the construction of the sidewalk and that construction after the fact will cause disruption to traffic and the site rather than addressing it now while construction is underway. **Councilor Gilman** then read Condition #11 from the Planning Board's recommendation dated December 20, 2018 (on file). Both **Councilors Holmgren** and **Lundberg** cited their understanding that a study was to be undertaken after buildout to determine the need for this proposed sidewalk which that Planning Board condition conveyed. They also pointed out that there is no way to know when the 200 residential units and the YMCA will come on line on the Fuller property and so can't predict pedestrian traffic in the nearby. **Councilor Gilman** conveyed that this was something she wanted to view at the Site Visit, and after that she was more compelled to consider the northern sidewalk due to her concern for pedestrians in wheelchairs or those pushing strollers as there's not a clear line of sight, in her estimation, for cars exiting the site's rotary to allow for these folks' safe passage over a crosswalk. She added that she would support the will of the Committee for the earlier condition as presented by the Planning Board. The Committee struck language

proposed in Condition 38 and added the following language directly from the Planning Board's recommended Condition #11:

"38. Within twelve months of the full buildout and first issued occupancy permits for Gloucester Crossing, the YMCA, and housing units located within the adjacent Fuller Site, Sam Park and Company shall fund a study by an independent traffic engineer to evaluate the need for a second sidewalk on the north side of Gloucester Crossing's access road as noted above. At a minimum, said study shall evaluate pedestrian utilization during both winter and summer conditions. If the findings reveal a documented need for the second sidewalk, Sam Park and Company will finalize the completion of the sidewalk within six months from said determination."

Additionally, Councilor Gilman proposed two subsections to be added related to accessible ramps and crosswalks across Gloucester Crossing Road and access drive, and pedestrian walkways leading to the site, and that all crosswalks be painted in a highly visible color with adequate signage for pedestrian passage. The Committee assented to the following subsections:

"A. The pedestrian accommodations described in Condition #2 of this Special Permit, including the accessible ramps and crosswalks across Gloucester Crossing Road and Gloucester Crossing access drive, and the pedestrian walkways leading up to the Gloucester crossing site at the main entrance shall be installed prior to the issuance of a certificate of occupancy for either of the C2 or E buildings."

"B. All crosswalks will be painted in a highly visible color prior to the issuance of a certificate of occupancy. All crosswalks will have adequate signage for pedestrian passage."

Condition 39. "Prior to the issuance of a Building Permit for the C2 or E Building, Gloucester Commons, LLC shall enter in to a Road Maintenance agreement with the City of Gloucester for a period of not less than twenty five (25) years; such agreement shall detail the maintenance responsibilities of Gloucester Commons LLC for Gloucester Crossing Road and Schoolhouse Road." **Chip Payson**, General Counsel, pointed out that the original Road Maintenance Agreement was never signed by Mr. Park or the City saying that this language says you're entering into a new Road Maintenance Agreement and has nothing to do with the former agreement.

The Committee discussed the necessity of a Road Maintenance Agreement with **Ms. Harrison** with input from **Mr. Destino**. It was pointed out by Committee members that any such agreement was a negotiation between the Applicant and the City and that the Committee didn't wish to place a time limit on when this needed to be accomplished nor did it wish to set the term. However, the Committee expressed its support for the Applicant and the City entering into a Road Maintenance Agreement. The Committee agreed to the following language:

"39. The City will enter into a Road Maintenance Agreement with the Applicant for School House Road and Gloucester Crossing Road."

Councilor Gilman proposed a possible final Condition, #43: "The Applicant shall update the Office of the Mayor and the City Council each February, of the status of possible providers interested in the Assisted Living Residence Site as well as challenges confronted in terms of securing a viable provider. Assisted Living Residence Site Conditions 40, 41, 42, 43 and 44 of the original City Council permits voted at the 9/8/07 City Council meeting shall be carried forward and covered under Condition 43." **Councilor Lundberg** advised that in his role as Council President he met with the Mayor on the matter of an Assisted Living Facility. He explained that those conditions on the original permit continue to exist until the Council takes them out. He advised the Mayor to convene a group of qualified interested people in an Ad Hoc Committee to explore if such a facility remains viable for the city -- if so how can they make it happen -- if not to remove the related conditions. He reported that Mr. Park said he'd be happy to participate, but the independent group would make that assessment, noting that the market has changed. He offered that the Committee shouldn't add Condition #43. The Committee then agreed not add Condition 43.

Ms. Harrison noted that from the previous P&D meeting, she wished to correct the record that she misspoke that the parcels that are being separated out known as the "hockey stick" that it was going from Gloucester Commons LLC to the city to FMUV LLC. She highlighted that was incorrect. That property will go directly from Gloucester Commons LLC to FMUV LLC and the Host Community Agreement that required this transfer of land has already been amended by the Council to allow that. **Mr. Payson** confirmed there are two documents -- an amendment of the Host Agreement and a document that will be recorded that will have the transfer to the city then back to the FMUV LLC. **Mr. Destino** added that there is no Council action that would be taken on this transaction.

COMMITTEE RECOMMENDATION: On a motion by Councilor Holmgren, seconded by Councilor Lundberg, the Planning & Development Committee voted 3 in favor, 0 opposed, to recommend that the City Council grant a Modification of a Special Council Permit (SCP2018-007) to Sam Park & Company, LLC, owned by Gloucester Commons, LLC for a property located at #1 and #7 Gloucester Crossing Road, Map 262, Lots 13 and 37 pursuant to GZO Sections 1.5.3(c), 1.8.3, "CCS" Special Permits and (d) "Major Projects and 5.7 "Major Projects in the Extensive Business District to modify the permitted shopping center on the Site

with conditions herewith attached. This Application for a Special Council Permit is found to be in harmony with the purpose and intent of the Gloucester Zoning Ordinance.

2. *SCP2018-005: Gloucester Crossing Road #1 & #7, Map 262, Lots 13 & 37, GZO Secs. 1.5.3(g) "Drive-Through Facilities" (retail drive-through facility) and 5.17 "Special Regulations; Drive-Through Facility" in the EB district (Cont'd from 01/02/19)*

Councilor Gilman proposed that the condition to be added that restricts the proposed parallel parking adjacent to the wall on the south side of the building to be reserved to employees only and that these spaces are to be marked accordingly which the Committee expressed their agreement.

COMMITTEE RECOMMENDATION: On a motion by Councilor Lundberg, seconded by Councilor Holmgren, the Planning & Development Committee voted 3 in favor, 0 opposed, to recommend that the City Council grant a Special Council Permit (SCP2018-005) for a retail drive through facility to Sam Park & Company, LLC, Samuel Park Manager; Gloucester Commons, LLC, Samuel Park owner, for #1 and #7 Gloucester Crossing Road, Gloucester, MA, Map 262, Lots 13 and 37, zoned Extensive Business, pursuant to GZO Sections 1.5.3(g), 1.8.3, and 5.17 for a Drive Through Facility with the following condition:

- 1) That the proposed parallel parking adjacent to the wall on the south side of the building be reserved for employees only and that these spaces are to be marked accordingly.

This Application for a Special Council Permit is found to be in harmony with the purpose and intent of the Gloucester Zoning Ordinance.

3. *SCP2018-006: Gloucester Crossing Road #1 & #7, Map 262 Lots 13 & 37, GZO Secs. 1.5.3(g) "Drive-Through Facilities" (coffee shop drive-through facility) and 5.17 "Special Regulations; Drive-Through Facility" in the EB district (Cont'd from 01/02/19)*

Ms. Harrison advised it is now known that the coffee shop hours would be 6:30 a.m. to 9:00 p.m.

COMMITTEE RECOMMENDATION: On a motion by Councilor Holmgren, seconded by Councilor Lundberg, the Planning & Development Committee voted 3 in favor, 0 opposed, to recommend that the City Council grant a Special Council Permit (SCP2018-006) for a coffee shop drive through facility to Sam Park & Company, LLC, Samuel Park Manager; Gloucester Commons, LLC, Samuel Park owner, for #1 and #7 Gloucester Crossing Road, Gloucester, MA, Map 262, Lots 13 and 37, zoned Extensive Business, pursuant to GZO Sections 1.5.3(g), 1.8.3 and 5.17 for a Drive Through Facility. This Application for a Special Council Permit is found to be in harmony with the purpose and intent of the Gloucester Zoning Ordinance.

4. *SCP2019-002: School House Road #2, #3, & #4, Map 262, Lots 14 & 37, and Gloucester Crossing Road #7, Map 43, Lots 4 & 5 for the modification of Condition #18 of SCP2017-012 pursuant to GZO Sec. 1.5.13 "Compliance with Approved Plans; Modification of Plans"*

Attorney Deborah Eliason, 63 Middle Street, Eliason Law Office, representing Fuller Mixed Use Ventures, LLC (FMUV) accompanied by **Peter Gourdeau**, Windover Construction, reviewed the following information for the modification of Condition #18 of the granted Special Council Permit 2017-012 for School House Road #2, #3, & #4, and Gloucester Crossing Road #7:

Condition #18 states that no building permit for construction of the project will be issued until off-site sewer design improvements are permitted and a contract awarded for construction. This was included as a condition because the city had not yet been awarded a MassWorks grant, although applied for. If the MassWorks grant hadn't been awarded, the Applicant would have had to come back before the Council to determine how those improvements would be funded. The MassWorks grant has been awarded and the condition is no longer needed. The off-site improvements are "completely" within the city's control. Eliminating the condition will allow the FMUV to move forward with the closing without waiting for those conditions to be satisfied.

As required by GZO 1.5.13, there is cause to remove the condition as it doesn't impair the interests of the neighborhood or the city. The Applicant explained in detail in the original application and the subsequent Decision confirmed as to why this project met the criteria of Sec. 1.8.3 -- modification of Condition 18 doesn't affect any of

the Special Criteria or other conditions except for utilities which are being improved. As to the adequacy of utilities, the award of the MassWorks grant allows the utilities and other infrastructure in the neighborhood around the Fuller site to be improved. The requested modification reflects the MassWorks Grant as a funding source and will allow the city to complete those improvements on its own schedule, design and its own construction teams.

Mr. Destino advised the Administration is in favor of the modification.

Councilor Lundberg noted the off-site improvements necessary to accommodate the development when they passed the Special Permit weren't yet in hand so they included that as a condition. The funding for those off-site improvements has been secured and that this condition is no longer necessary, he added. **Ms. Eliason** confirmed the Councilor's statements.

COMMITTEE RECOMMENDATION: On a motion by Councilor Holmgren, seconded by Councilor Lundberg, the Planning & Development Committee voted 3 in favor, 0 opposed, to recommend that the City Council grant under SPC2019-002 a Modification of a Special Council Permit SCP2017-012 to Fuller Mixed Use Venture LLC for the properties known as School House Road #2, #3, & #4, Map # 262, Lots 14 and 27, and Gloucester Crossing Road #7, Map 43, Lots 4 and 5, pursuant to Sections 1.5.13 and 1.8.3 that Condition #18 is modified as follows:

“18. The Project shall be connected to the City of Gloucester sanitary sewer lines upon substantial completion of any element of the Project. The Applicant shall pay all applicable sewer connection fees related to the installation and inspection of on-site sewer infrastructure to the City of Gloucester. The schedule of fees shall be that in effect on September 11, 2018, the date this Special Permit was issued.”

This modification to SCP2017-012 through SCP2019-002 is found to be in harmony with the purpose and intent of the Gloucester Zoning Ordinance.

This matter will be advertised for public hearing.

5. *SCP2019-001: Chestnut Street #6-#8, Map 13, Lot 53, GZO Sec. 2.3.1(7) “Conversion to or new multi-family or apartment dwelling, four to six dwelling units”; Sec. 3.1.6(b) “Building Heights in Excess of 35 feet”; Sec. 3.2.2(a) & (b) “Dimensional Requirements for Multi-Family Dwellings and Their Accessory Uses (other than signs)” (TBC 02/06/19)*

This matter is continued to February 6, 2019.

6. *Memorandum from Community Development Director re: Land Disposition Committee Recommendation - Ram Island (TBC 02/06/19)*

This matter is continued to February 6, 2019.

A motion was made, seconded and voted unanimously to adjourn the meeting at 7:30 p.m.

Respectfully submitted,

Dana C. Jorgensson

Clerk of Committees

DOCUMENTS/ITEMS SUBMITTED AT MEETING:

Conditions as Approved by the Planning & Development Committee for SCP2018-007:

SCP2018-007: Gloucester Crossing Road #1 & #7, Map 262 Lots 13 & 37, GZO Secs. 1.5.3(c) ““CCS” Special Permits” & (d) “Major Projects” and 5.7 “Major Projects” in the EB district

**Recommendation by the Planning & Development Standing Committee of the City
Council Dated January 16, 2019**

CONDITIONS

The Special Permit(s) is/are subject to the following conditions:

1. The Project shall be constructed in accordance with the following Record Plans, or as subsequently approved by the City Council through minor modification or amendment, which are on file with the Planning Board and City Clerk's Office:

“Proposed Development – MA Route 128, Gloucester, MA – Issued for Permit Review: 2018.10.01, Revised 2018.12.17 – Prepared for: Gloucester Commons, LLC – Prepared by: Land Strategies, 333 School Street Suite 200, Mansfield, MA 02048 – 24 sheets – Stamped by Timothy J. Power, P.E. (hereinafter referred to as the “Record Plans”)”.

2. The Project shall be limited to the buildings and improvements shown on the Record Plans: a Shopping Center (composed of Buildings A, B, C1, C2, D, E and F), an Assisted Living Facility (Building H), and Two Drive-Through Facilities (Buildings C2 and E). Due to the concerns regarding storm water generation, any proposed changes which would result in an increase in the “footprint” of the Project should be reviewed following the procedures outlined further in these conditions.

3. If the Applicant wishes to modify the approved Record Plans, it shall submit proposed modifications in accordance with the provisions of this paragraph. Where such modification is deemed substantial, the same standards and procedures applicable to an original application for a special permit approval shall apply to such modification and review and recommendation by the Planning Board and public hearing by the City Council; provided, however, that the Planning Director may determine that a proposed modification is insubstantial and approve the same.

4. The Planning Director in consultation with the Community Development Director, Building Inspector, City Engineer, Conservation Agent and Director of Public Works shall determine whether any modifications to the Project are substantial or insubstantial. In making such determination, the following shall be presumed to constitute substantial modifications, subject to confirmation by the City Council by majority vote at a public meeting:

- Any change in the composition or number of uses on the Site specified in Condition No. 2 that results in an increase in traffic generation above the vehicle trips identified in the record documents;
- Changes in the location of buildings, roadways, parking areas and other accessory structures that decrease the setbacks as defined in the GZO from adjoining residential areas indicated in the record documents;

- Changes that result in a net reduction of open space or lot coverage indicated in the record documents;
- Changes to the buildings or grading that increase a building's height beyond that shown on the record documents and beyond that shown on the final approved plans;
- Changes to the buildings that increase the total floor area of the Project beyond that shown on the record plans;
- Changes to the architectural character of the buildings shown in the record documents; and
- Authorization to modify the Record Plans shall be obtained prior to any substantial modification in the field.

5. The City shall not have any legal responsibility for the operation, maintenance, repair or replacement of the following to the extent such features are located on the Site:

- All roadways and parking areas within the Project;
- Storm water management facilities, including detention basins;
- Snow plowing of internal roads and parking areas, and cost of plowing Gloucester Crossing Road and School House Road as determined in the City's acceptance of the layout of Gloucester Crossing Road and related documents;
- Landscaping within the Project except for landscaping in the layout of Gloucester Crossing Road and School House Road after the expiration of the Applicant's maintenance responsibilities as determined in the City's acceptance of the layout of Gloucester Crossing Road and related documents;
- Trash removal;
- Street lighting within the Project, except for lighting in the layout of Gloucester Crossing Road and School House Road after the expiration of the Applicant's maintenance responsibilities as determined in the City's acceptance of the layout of Gloucester Crossing Road and related documents;
- Building repair and maintenance; and
- Water and sewer services within the Project.

6. The internal driveways within the Project shall remain private in perpetuity and shall not be proposed by the Applicant for acceptance by the City.

7. In the event of any emergency, the Applicant shall allow the City of Gloucester Department of Public Works (DPW) access to the sewer and water lines on the Site for repair purposes.

8. The Conservation Commission's Order of Conditions issued May 24, 2007 pursuant to 310 CMR 10.00 and an Order of Conditions issued May 24, 2007 under the Gloucester Wetlands Ordinance regarding this property are a part of this Special Permit. If there is any inconsistency between the Record Plans, and the plans as may be approved by the Conservation Commission or the Department of Environmental Protection (DEP), the Applicant shall submit an amended plan to City Council and the Planning Board for

review, and to the Conservation Commission and to DEP (if applicable) for approval in order that all approvals are consistent with one another.

9. Following construction of the Project, the Applicant shall provide an “as-built” site plan to the City Council, the Planning Board, the Engineering Department, and the Building Department prior to the issuance of the final Certificate of Occupancy for buildings in the Project in accordance with applicable regulations. Partial Certificates of Occupancy may be issued upon completion of various phases of the Project. The Applicant shall provide a separate “as-built” plan depicting the water mains and services and sewer mains and facilities to the Engineering Department demonstrating compliance with the Record Plans and installation specifications. These plans shall also be submitted in electronic format.

Conditions Pertaining to the Construction Phase of the Project

10. A preconstruction conference with City departments shall be held prior to the commencement of construction of the Project. For the purposes of this Decision, “commencement of construction” shall occur when the clearing and grubbing (removal of stumps and topsoil) has been initiated. The contractor shall request such conference at least thirty (30) days prior to commencing construction by contacting the Planning Director, Inspector of Buildings, Chief of Police, Chief of Fire Department, Conservation Commission agent, and Engineering Department in writing. At the conference, the Applicant and municipal officials shall agree upon a schedule of inspections. The Applicant shall provide the City with emergency contact numbers as well as the name and telephone number of a designated owner’s representative for all Project related communication.

11. During construction of the Project, the Applicant shall conform to all local, state and federal laws regarding noise and vibration. The Applicant shall at all times use all reasonable means to minimize inconvenience to residents in the general area. Exterior construction of the Project shall not commence on any weekday before 7:00 a.m. and shall not continue beyond 6:00 p.m. except for certain operations such as concrete finishing and emergency repairs. Exterior construction shall not commence on Saturday before 8:00 a.m. and shall not continue beyond 5:00 p.m. with the same exceptions. The Building Inspector may allow longer hours of construction in special circumstances, provided that such activity is requested in writing by the Applicant, except for emergency circumstances where oral communication shall be followed by written confirmation. There shall be no exterior construction on any Sunday or state or federal legal holiday. Hours of operation shall be enforced by the Gloucester Police Department as a city ordinance violation.

12. Construction monitoring shall occur as required under the Conservation Commission’s Orders of Conditions GWO-07-2 and DEP No. 28-1857, both issued May 24, 2007.

13. The City Council’s agents shall be allowed to enter and view and inspect the Site during regular business hours to ensure compliance, subject to applicable safety

requirements as established by the Applicant or its contractor, including signing in at the construction field office trailer.

14. Prior to the commencement of construction of the Project, the Applicant shall submit to the Engineering Department, Inspector of Buildings, and the Planning Director a Construction Management Plan for the Project, which includes the following elements and requirements:

- A. Material deliveries, contractor equipment, and material removal shall be routed off of Route 128 once the access is established.
- B. Construction access/egress gates shall be located at the intersections in the vicinity of the proposed ALR.
- C. Construction fencing shall be erected for the duration of construction within the buffer zone along abutting parcels to the south and along the boundary of the Fuller School, as shown on the Record Plans. Fencing shall be six (6) foot wire fencing with fabric screen.
- D. Staging of equipment and material shall be located within the Project. Good faith efforts shall be made to schedule material deliveries to avoid peak traffic hours. This condition is subject to stricter time constraints if in the opinion of the permit granting authority said good faith efforts have become relaxed.
- E. Blasting and excavation shall be conducted according to all city and state regulations including 527 CMR 13.00 and the Gloucester Code of Ordinances Section 13 Noise, and shall be conducted within the hours set forth in Condition #11. No rock crushing operations will be set up within one hundred (100) feet of residential dwellings. No stump grinding or tree chipping apparatus shall be permanently installed or operated within such one hundred (100) foot buffer; provided, however, that this condition shall not be construed to prevent tree removal, tree chipping, or tree stump grinding in place within such buffer.
- F. Sedimentation and erosion controls, as shown on the Record Plans, shall be maintained and inspected by an independent erosion control monitor on a weekly basis, or as directed by the Conservation Agent or Engineering Department and said inspections shall be reported in writing to Conservation and Engineering Departments.
- G. Dust from outside activities shall be controlled. The Applicant and its contractors shall effectuate the following practices to minimize levels dust:
 - Wetting soils that are excavated from unsaturated zones;
 - Wetting equipment during excavation/loading activities;

- Minimizing dust generation from areas that have been excavated through the wetting of soils, or by other means of stabilizing dust particles;
- Stockpiles left more than thirty (30) days shall be stabilized;
- Restricting vehicle speeds and travel routes on the Site;
- Covering truck beds transporting soils off-site/on-site to prevent dust generation; and
- Sweeping paved areas if a nuisance is created by blowing soil, dust, or debris.

15. The Applicant shall be required to promptly repair any damage, which Applicant causes to sidewalks, street pavement, signs or other fixtures or features within the public right of way, after obtaining permission from the City.

Conditions Pertaining to Traffic

16. Prior to the issuance of the final Certificate of Occupancy, the Applicant shall make (either itself or through payment to third parties) roadway and infrastructure improvements for the Project as follows:

- A. Adjustments, including reconstruction of the hardware and phasing modifications at the intersection of Eastern Avenue and Route 128. This shall be initiated after Massachusetts Highway Department (Mass Highway) approval and upon issuance of a building permit.
 - B. The installation of a traffic signal at the intersection of Route 128 and Gloucester Crossing Road shown on plan entitled: Figure 8 - Signalized Intersection included in the TIAS, if the traffic signal is approved by Mass Highway.
 - C. Striping and lane improvements at Grant Circle, Blackburn Circle and Route 128 Extension subject to the approval of Mass Highway.
 - D. If the traffic signal is approved by Mass Highway, the Applicant shall purchase and install the following transponders free of charge to the Municipalities: six (6) transponders to the Gloucester Police Department (one for each cruiser on the road), twelve (12) transponders to the Gloucester Fire Department, and two (2) transponders to the Town of Rockport for their emergency ambulance use.
17. Within one hundred and twenty (120) days of the issuance of an occupancy permit for the Shopping Center, the Applicant shall implement the outlined Transportation Demand Management (TDM) Strategies, identified in the Traffic Impact and Access Study including:

- A. Ridesharing Programs. Ridesharing refers to encouraging commuters to ride in vehicles with other commuters rather than drive alone to work. Given the number of people employed in the area, a coordinated rideshare program could be very successful. The most common forms of ridesharing are carpool and vanpools. The benefits of such programs include less congestion, reduced fuel consumption, and better air quality.
 - B. Preferential parking, within designated employee parking, for employee carpoolers to the Project detailing the location of reserved parking spaces as proximate as possible to the various building entrances.
 - C. Establish Gloucester Crossing as a part of CATA's Yellow Line bus route and coordinate accommodations for permanent bus stops on-site, subject to approval by CATA.
 - D. Sell CATA and MBTA passes at the Shopping Center if permitted by CATA and MBTA.
 - E. Establish a shuttle service from the proposed ALR to the retail center.
 - F. Establish Bicycle Facilities, including exterior bicycle racks and bicycle storage in a reasonably accessible location.
 - G. Establish pedestrian links to the existing residential neighborhood to the south of the Site.
18. A Transportation Coordinator shall be appointed and responsible for managing the TDM program for three (3) years after the full buildout. Newly hired Transportation Coordinators must be introduced to the Planning Director and Building Inspector within 30 days of their appointment. The Transportation Coordinator's duties will include ensuring that the shuttle bus service will run from the Site on a schedule that coincides with employee schedules for arriving and departing the Site according to their scheduled shift changes, so that this service can provide employees with a useful alternative to automobile access. The Transportation Coordinator shall report annually for three (3) years to the City Council on February 1st summarizing the effectiveness of the TDM program. The City Council may suggest adjustments to the TDM program based on such report.
19. Once signalized, all deliveries and truck traffic must enter and leave the Site via Gloucester Crossing Road in the built condition.

Conditions Pertaining to Water and Sewer

20. The Project shall be connected to the City of Gloucester sanitary sewer lines and a copy of the permit shall be provided to the City Council. The Applicant shall pay all applicable sewer fees, including connection and inspection, to the City of Gloucester.

21. The Project shall be connected to the City of Gloucester for domestic water and fire flow. Final fire flows in compliance with state and local regulations shall be certified by the Fire Department.

Conditions Pertaining to Storm Water Management

22. Although further soil evaluations are not mandated at this time, City Staff from the Health Department and Engineering Department shall be present during installation of infiltration components to ensure the drainage system will function as proposed. Should soil conditions be observed during construction that do not match design assumptions, revised plans which address such issues shall be submitted to the Engineering Department for review and approval.

23. The Applicant shall follow the Operation and Maintenance Plan dated November 21, 2006, revised April 18, 2007, for the Project's storm water management system. In the event that the Applicant fails to maintain the on-site storm water management system in accordance with such Plan, the City shall give written notice of such failure and the Applicant shall have twenty (20) days to repair the cited failure. In the event of an emergency and an inability to contact the Applicant or its successor in interest, the City may conduct such emergency repair and the Applicant shall permit entry onto the Site to make such emergency repair. In the event the City conducts such emergency repair, the Applicant shall promptly reimburse the City for all reasonable expenses associated therewith; if the Applicant fails to so reimburse the City, the City shall place a lien on the Project or any improvement therein to secure such payment. No entry by the City shall be made without prior written notice to the Applicant and without affording the Applicant a reasonable opportunity of not less than twenty (20) days as aforesaid to cure the maintenance or repair problem.

Conditions Pertaining to Site Safety and Security

24. Following issuance of a Certificate of Occupancy for the Project, the Applicant shall provide and maintain private security service as needed.

25. Prior to the issuance of a Certificate of Occupancy, the Applicant shall prepare and submit detailed fire suppression and detection plans for review by the Fire Department and the Building Department.

26. Each building within the Project shall contain a fire alarm system with central station monitoring. The operation of the alarm and the method of connection shall be approved by the Fire Department and the Building Department.

27. All fire hydrants shall be located where indicated by the City of Gloucester Fire Chief, including any additional fire hydrants requested by the Fire Chief, said hydrants shall be protected by bollards and shall not be blocked or hidden from view by any vegetation or dumpsters or anything obstructive in nature.

28. Dumpsters shall be screened from view by vegetation and/or fencing and shall be locked when not being accessed by the owner of record.
29. Prior to implementation, the Applicant shall provide a Security Plan for review and comment by the Gloucester Chief of Police and Chief of the Fire Department. To the extent permissible under law, for security reasons, such plan shall not be considered a public document.
30. The applicant shall be responsible for Site security during and following construction. The Applicant shall pay for public safety details when required during the construction period when site equipment and material deliveries affect public roadways adjacent to the Site, as directed by the Gloucester Police Department.
31. The Applicant shall cooperate with the Gloucester Police and Fire Departments and periodically conduct scheduled mock exercises to address mutual concerns, such as searches for missing persons, intruders and potential evacuation.
32. The Applicant shall annually request that the Gloucester Police and Fire Departments provide to the City Council on February 1st the actual number of emergency 911 calls to the Gloucester Police and Fire Departments during the prior calendar year.

Conditions Pertaining to Open Space and Conservation

33. In accordance with the Order of Conditions issued by the Gloucester Conservation Commission, the Applicant shall be responsible for monitoring the vernal pools for water quality mid habitat impacts for a period of five (5) years. Any required mitigation for wetland impacts shall be initiated or constructed prior to the issuance of a Certificate of Occupancy.
 - A. Applicant agrees to plant sufficient trees at the agreed upon locations as noted in the record plans to mitigate the littering and blowing trash from the two drive through locations.
 - B. All landscaping for each building shall be installed not less than one year from date of issuance of any of the building occupancy permits in Phase 2. All planting material shall be maintained and replaced due to mortality or damage by snow storms or snow removal, droughts or lack of maintenance.
 - C. Any project major modification shall be constructed in compliance with the order of conditions issued by the Gloucester Conservation Commission. A certificate of compliance shall be issued prior to the final occupancy permit for Phase 2.

Conditions Relating to Community Benefit

34. The Applicant shall actively recruit in Gloucester for all open staff positions, including making such efforts as advertising jobs in the local Gloucester newspapers and having a job fair in Gloucester for Gloucester residents.

35. The Applicant has agreed to make a voluntary contribution toward the enhancement of downtown economic development by providing the opportunity for interested downtown merchants to be included in Gloucester Crossing advertising material, by providing a kiosk or information stand with information about interested Gloucester retail, restaurants, and attractions, and agrees to work with the Downtown Development Commission and the retail section of the Chamber of Commerce, contributing professional resources toward the improvement of downtown Gloucester.

36. Understanding the importance of sustaining and encouraging a vibrant downtown, the Applicant has voluntarily agreed to match twenty-five (25%) percent of the City's annual contribution to the Downtown Development Fund, a fund collected from parking meter revenue whose proceeds are distributed by a designated group of downtown merchants. This contribution shall not exceed five thousand (\$5,000.00) dollars per year, shall begin one (1) year after the issuance of a Certificate of Occupancy for the Shopping Center, and shall continue for five (5) consecutive years.

Conditions Relating to Traffic and Safety

37. The Applicant shall provide at the Applicant's cost and expense a special detail for traffic management during peak holiday events if, in the opinion of the Police Department, vehicular congestion warrants such additional police detail, acknowledging that any detail on the state highway requires prior Mass Highway approval.

Conditions Relating to Pedestrian Circulation and Road Maintenance

38. Within twelve months of the full buildout and first issued occupancy permits for Gloucester Crossing, the YMCA, and housing units located within the adjacent Fuller Site, Sam Park and Company shall fund a study by an independent traffic engineer to evaluate the need for a second sidewalk on the north side of Gloucester Crossing's access road as noted above. At a minimum, said study shall evaluate pedestrian utilization during both winter and summer conditions. If the findings reveal a documented need for the second sidewalk, Sam Park and Company will finalize the completion of the sidewalk within six months from said determination.

A. The pedestrian accommodations described in Condition #2 of this Special Permit, including the accessible ramps and crosswalks across Gloucester Crossing Road and Gloucester Crossing access drive, and the pedestrian walkways leading up to the Gloucester crossing site at the main entrance shall be installed prior to the issuance of a certificate of occupancy for either of the C2 or E buildings.

- B. All crosswalks will be painted in a highly visible color prior to the issuance of a certificate of occupancy. All crosswalks will have adequate signage for pedestrian passage.
39. The City will enter into a Road Maintenance Agreement with the Applicant for School House Road and Gloucester Crossing Road.

General Conditions

40. In granting this Special Permit, the City Council has relied upon the oral and written representations made by the Applicant in documents submitted in support of its application and in its appearances at the Committee meetings and before the City Council for this application. Any failure by the Applicant to honor any material representation made to the City Council shall constitute just cause for revocation of this Special Permit.
41. Each finding, term and condition of this Decision is intended to be severable. Any invalidity in any finding, term or condition of this Decision shall not be held to invalidate any other finding, term or condition of this Decision.
42. This Permit shall not take effect until notice is filed with the Registry of Deeds for Essex County by the recording of a copy of the Decision. The fee for such notice shall be paid by the owner. Prior to the filing of the Decision with the Registry of Deeds, the Petitioner shall have the seal of the City affixed to same.